BILL NO. R-97-07-0

RESOLUTION NO. R- 42-97

A RESOLUTION APPROVING THE PURCHASE OF CERTAIN REAL ESTATE FOR THE FORT WAYNE FIRE DEPARTMENT AND STREET DEPARTMENT.

WHEREAS, the Board of Public Works approved the purchase of five (5) parcels of property on April 30, 1997; and

WHEREAS, four (4) parcels are for the future construction of new fire stations to service annexation areas and one (1) parcel is for the construction of a Street Department substation; and

WHEREAS, said parcels of property to be purchased are listed as follows:

LOCATION	PURCHASE PRICE	PURPOSE
11330 Coldwater Road 3.77 Acres	\$105,000.00	Fire Station
Dupont Road Estates 1.5 Acres	\$125,000.00	Fire Station
Liberty Mills (24 at I-69)	\$225,000.00	Fire Station
Scott Rd./Covington Rd.	\$123,000.00	Fire Station
Bass Road .5 Acres	\$125,000.00	Street Department Annex

WHEREAS. Section 37.19 of the Municipal Code of the City of Fort Wayne, Indiana, requires the approval of the Common Council for the purchase of real estate by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The purchase of four (4) properties for the future construction of new fire stations to service annexation areas and to construct a Street Department sub-station is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all

documents necessary to accomplish said purchase.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member Crywford

APPROVED AS TO FORM AND LEGALITY

J. Timothy Malay, City Attorney

	ı	٠.	ker(#) ' By
		r	er Harding Dahm & Company (#) By Richard P. Quillin
			proker) (Seller's subagent) (Limited agent)
Da		1.	PARTIES: Rodney and Mary Jo Butler PURCHASE AGREEMENT COMMERCIAL-INDUSTRIAL REAL ESTATE PARTIES: Rodney and Mary Jo Butler
2, 3, 4,			agrees to sell and convey to <u>City of Fort Wayne, Or Its Assigns</u> ("Seller" and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.
5. 0. 7 10. 11. 12. 13.		į	PROPERTY: The property commonly known as
15. 16. 17.		,	The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached nereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under Additional Provisions in Paragraph 5.
18. 19.	3	. (PRICE: The total purchase price shall be One Hundred Five Thousand and No/100 \$ 105,000.00
20. 21. 22. 23.	4	. E	EARNEST MONEY: \$ 5,000.00 is herewith tendered and is to be deposited as Earnest Money with Ithis Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money hall be returned to the Buyer.
24. 25.	5	. #	ADDITIONAL PROVISIONS:
26. 27. 28. 29. 30. 31. 32. 33.		;	See Contingencies on Exhibit B attached hereto.
35. 36.		!r	ncluded in this Agreement are the following addendums: (Place an X on the lines that are appropriate)
37. 38. 39. 40.		_	_ Financing Addendum Feasibility Study Addendum Representations & Warrantias of Seller Addendum Seller Addendum Representations & Warrantias of Seller Addendum
41, 42, 43, 44,	6.	aı	Tax Deferred Exchange Addendum LOSING: The closing of the sale (the "Closing Date") shall take place at the Title Companya his insures this transaction or at the Local transaction of a days and contingencies of Exhibit Bare met writing by Seller and Buyer, or otherwise extended as herein provided.
45. 46. 47.	7.	Se	OSSESSION: The possession of the Property shall be delivered to Buyer (at closing) or (See Exhibit B "Sellers Option to Rent") subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted. eller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.
48. 49. 50. 51. 52. 53. 54. 55. 56. 57.	8.	IN as A.	SPECTIONS: Inspections shall be handled in accordance with paragraph A and B set forth below: (Insert A and/or B or C) (Insert A and/or B or C) Within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing
59. 60. 61 62. 63. 64. 65. 66. 67.		В.	BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED. All inspections shall be made within 60 days after offer 1s accepted by both parties with written reports delivered to the Seller and Buyer within 4 written report showing said items to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer. With a written report showing said items to be in satisfactory condition. Inspections may include but are not limited the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then the super state of the super or such problem shall be waived by the Buyer and the transaction shall proceed to super states and the super states of the super and the transaction shall proceed.
89. 70. 71. 72. 73.			BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS. However, Buyer hereby waives inspections and relies upon the condition of the property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the



A.	List as (ing £	Broker'(#) By
			Honday Date to
В.	as (Buy	Broker Arding Danm & Company (#) By Richard P. Quillin er's broker) (Seller's subagent) (Limited agent)
Da	te:		13-17-96 PURCHASE AGREEMENT
	1		COMMERCIAL-INDUSTRIAL REAL ESTATE PARTIES: OAK CREEK ESTATES, INC.
1. 2.		. !	agrees to sell and convey to City of Fort Wayne, or its assigns ("Seller"
3. 4.		6	agrees to sell and convey to <u>City of Fort Wayne</u> , or its assigns and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth. ("Seller"
5.	2	. F	PROPERTY: The property commonly known as 1.5 acres on Dupont Road
6. 7.			s a tract of land situated in the City of <u>Fort Wayne</u> <u>Allen</u> County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and apprint the content of th
8.		8	appurtenances pertaining thereto include any right, title and interest of Seller's and adjacent streets, alleys, or rights-of-way, Seller's
9. 10.		5	Seller's Interest in all service, maintenance, management or other contracts relationship and permits with respect to the property
11.		5	Seller's interest in all warranties or guaranties relating to the Party being as relating to the ownership or operation of the property, and whose legal description is (Below) (Contained on Exhibit "A" attached basets and inserting the collectively called "Property,"
12. 13.			ind whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein): Legal_description_to_follow.
14.			
15. 18. 17.			he metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached ereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth unde additional Provisions in Paragraph 5.
18. 19.	3.	(S	RICE: The total purchase price shall be <u>One_Hundred_Twenty=Five_Thousand_and_No/100</u> 125,000.00
20.	4.	E	ARNEST MONEY: \$ 5,000.00
21. 22. 23.		11	ARNEST MONEY: \$ 5,000.00 Is herewith tendered and is to be deposited as Earnest Money with as Escrow Agent, upon execution of this Agreement by both parties. hall be returned to the Buyer.
24.	5.		DDITIONAL PROVISIONS:
25. 26.			See Contingencies attached at Exhibit B.
27.			and someting accached at Exhibit B.
28. 29.			
30.			
31.			
33.			
34. 35.			
36.		In	cluded in this Agreement are the following addendums: (Place an X on the lines that are appropriate)
37.			Financing Addendum
38.			Apartment/Multi-Tenant Addendum
39. 40.			of Seller Addendum . of Seller Addendum
41.	6.	CI	Tax Deferred Exchange Addendum
42.	٥.	SU	LOSING: The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at
43. 44.		afl	chplace as agreed by Seller and Buyer on or before <u>July 31</u> 19 97 or within 15 days writing by Seller and Buyer on or before <u>July 31</u> 19 97 or within 15 days writing by Seller and Buyer, or otherwise extended as herein provided.
45. 46.	7.	PC	DSSESSION: The possession of the Property shall be delivered to Buyer (at closing) XXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX
47.		Se	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	8.		and related equipment in good condition until possession is delivered to Buyer.
48. 49.	0,		SPECTIONS: Inspections shall be handled in accordance with paragraph A and B
50.		A.	BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION. Environmental inspections shall be made
51. 52.			within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within 5 days the region shall be made
53.			contractors, selected by River, with a written report should inspections are to be at Buyer's expense by qualified inspectors or
54. 55.			are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5.
56.			acceptable. If the Buyer in its reasonable discretion bollouse that the truth days of its receipt, the Property shall be deemed to be
57. 58.			and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction, then this Agreement may be
		_	that buyer and the transaction shall proceed towards closing.
59. 60.		В.	BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED. All inspections shall be made within 60 days afteroffer 1s accented by both ported as with written reserved.
61.			days thereafter. Said inspections are to be at Buyer's expense to write the point delivered to the Seller and Buyer within
62. 63.			with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited the condition of the following systems and components; heating cooling electrical plumbles are not limited the condition of
64.			crawl space, well, septic, other:
65.			If the Buyer does not make a written objection to any problem(a) revealed in the annual written
66.			problem with the Property and the Seller is unable or unwilling to remark the inspection report reveals a major
67. 68.			towards closing.
69.		c.	BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY
70. 71.			
72.			Property based upon his own examination and releases the Collect the Letters and relies upon the condition of the
73. 74.			with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the



. A. I	_istir	g Broker							
. 8	15-(5	eller's broker) (Limited agent)							
B. 5	Selli	g Broker Harding Dahm & Company (#) By Richard P. Quillin							
ε	is (E	uyer's broker) (8ĕlfe¥ĕ sŏ8ágeħñ) Kilinmeð ágem)							
Dat	e: _	PURCHASE AGREEMENT							
		COMMERCIAL-INDUSTRIAL REAL ESTATE							
1.	1.	PARTIES: Wendy's of Fort Wayne, Inc. ("Seller") agrees to sell and convey to City of Fort Wayne or its assigns and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and							
2. 3.		agrees to sell and convey to <u>City of Fort Wayne or its assigns</u> ("Buyer")							
4.		conditions hereinafter set forth.							
	2.	PROPERTY: The property commonly known as Liberty Mills Road							
5. 6.	2.	is a tract of land situated inwarthers is							
7.		is a tract of land situated in知知识知识 —————————————————————————————————							
8. 9.		appurerances pertaining intereto include any right, title and interest of Seller's indit to adjacent streets, alleys, or rights-of-way, Seller's interest in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to adjacent streets, alleys, or rights-of-way, Seller's							
10.									
11. 12.		Seller's interest in all warranties or guaranties relating to the Party being sold; all of the above hereinafter collectively called "Property," and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):							
13.		legal description to follow							
14.									
15. 18.		The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under							
17.		Additional Provisions in Paragraph 5.							
18.	3.	PRICE: The total purchase price shall be many than 1 m							
19.		(\$ 225,000,00), payable in (cash at closing) (eccordance with the terms and so 10/100 political							
20.	4.	EARNEST MONEY: \$ 5,000.00 is herewith tendered and is to be deposited as Earnest Money with as Escrow Agent, upon execution of this Agreement by both parties. If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money.							
21.		as Escrow Agent, upon execution of this Agreement by both parties							
22. 23.		If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money shall be returned to the Buyer.							
23.		the so total and to the sayer.							
24. 25.	5.	ADDITIONAL PROVISIONS:							
26.		See Contingencies attached on Exhibit B.							
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28. 29.									
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31.		·							
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34. 35.									
36.		included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)							
		Figureing Addendure							
37. 38.		Apartment/Multi-Tenant Addendum							
39.		Zoning/Governmental Approval Addendum of Seller Addendum							
40.		Tax Deferred Exchange Addendum							
41.	6.	CLOSING: The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at such place as agreed by Seller and Ruyer on or before							
42. 43.		such place as agreed by Seller and Buyer on or before							
44.		after _all_contingencies are met, whichever is later, unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided.							
45.	7.	POSSESSION: The possession of the Property shall be delivered to Buyer (at closing) &r (
46.		Subject to legant's rights if applicable in its present and divisor at the							
47.		Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.							
48.	8.	INSPECTIONS: Inspections shall be handled in accordance with account							
49.		as set forth below;							
50. 51.		within 60 days after offer to accept a New Menual Inspection. Environmental inspections shall be made							
52.		to the Seller and Buyer within 5 days theraetter Sold inspections are to be at Buyer with written reports delivered							
53.									
54. 55.		a written objection to any problem(s) revealed in the report within a drive of the residue that the Buyer does not make							
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57. 58.									
		terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.							
59. 60.		B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED. All inspections shall be made within 60							
61.		days after offer is accented by both parties with written reports delivered to the Seller and Buyer within days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report should need the seller and seller a							
62.		Whit a written report showing said (terms to be in sailstactory condition, ineppetions may include but one and in-the day,							
63. 64.		the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well, septic, other:							
		If the Buyer does not make a written objection to any problem(s) revealed in the report within							
65. 66.		Stidil De Ceeffied to De acceptable. If the Bliver, in its reasonable discretion, bollower that the Increase							
87.		this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the translated by the Buyer or such problem shall be waived by the Buyer and the translated by the Buyer and th							
58.		lowards closing.							
39.		C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY							
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71. 72.		Property based upon his own examination and releases the Seller that is ting and Sellier Brokers and relies upon the condition of the							
73.		The ball of the property which release shall survive the							
74.		closing.							



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Se	tlino	g Broker Harding Dahm & Compnay	(1)	1	By I	Richard P. Quillin
as	(Bu	uyer's broker) (Sस्प्रक्षाक्षरभाष्ट्रभूक्षप्र। (अस्प्रक्षरभा)		/	J,	
ıle:		PURCH	ASE A	GREEMENT		
				RIAL REAL ESTA	TF	
	1.	DARTIES D C DEUÉLOPMENT COPPORAT	TON			("Seller")
t.		agrees to sell and convey to Richard P. Ou:	llin. B	roker for Und	isclo	sed Buyer ("Buyer")
). I.		conditions became the set forth	property for	the consideration ar	nd upon	and subject to the terms, provisions, and
	_			t 300 Ft. of t		
5. B.	2.	PROPERTY: The property commonly known as /	01 SE 1	/4 Sect. 10 a	na 30	Alla-
7.		is a tract of land situated in the City of Fort Wi County, Indiana, together with all buildings and p	ermanent li	mprovements and I	ixtures	attached thereto; and all privileges, and
8. 9.		appurtenances pertaining thereto include any right, interest in and to all leases or rents, and security dep	ille and inter oslie. Seller'	rest of Seller in and t	o adjace	ent streets, alleys, or rights-of-way, Seller's
).		Seller's interest in all service, maintenance, manage	ment or oth	er contracts relating	to the o	wnership or operation of the property, and
		Seller's Interest in all warranties or guaranties relatin and XXXXXIIII สาย และเลย เลย เลย เลย เลย เลย เลย เลย เลย เลย	ig to the Par on Exhibit "/	ty being sold; all of the	he abov	e hereinafter collectively called "Property,"
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		herelo in the event it should differ from the attache	ed exhibit. A	ny Property to be e	excluded	I from this sale should be set forth under
		Additional Provisions in Paragraph 5.				
	3.		<u>Hundred</u>	Fifty Thousa	and D	ollars
		(\$ 150,000,00) navable in (cash	at closing)	(accordance with the	a forme	and conditions stated in this Agreement)
	4.	EARNEST MONEY: \$2,000.00		_ ls herewith tender	red and	Is to be deposited as Earnest Money with
		EARNEST MONEY: \$ 2,000.00 If this Agreement is terminated by the Buyer, with ca	1100 00 000	as Escrow Agent, u	upon ex	ecution of this Agreement by both parties.
		shall be returned to the Buyer.	rose as ahe	omed nerein and wil	(1 19	application time period, the earnest money
	5.	ADDITIONAL PROVISIONS:				
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		See Contingencies attached as Exh	ibit B!			
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		Included in this Agreement are the fellowing addition	duma. Inte	a an V 11- 11-	thet :	
•		Included in this Agreement are the following adden	oums: (Plac	e an A on the lines	ınat are	арргорпасе)
L		Financing Addendum Aparlmen/Multi-Tenant Addendum		Feasibility Represen	Study	Addendum
		Zoning/Governmental Approval Addendum		of Seller	Addendi	x vvarrannes Im
				Tax Defer	rred Exc	hange Addendum
	6.	CLOSING: The closing of the sale (the "Closing such place as agreed by Seller and Buyer on or befor aller all contingencies in Exhibit	Date") shall	lake place at the T	Fille Co	npany who insures this transaction or at
		such place as agreed by Seller and Buyer on or belor	9	July 15 .		19 97, or within 15 days
		in writing by Seller and Buyer, or otherwise extende	ed as herein	provided.	_, writch	ever is later, utiless such date is changed
	7.	POSSESSION: The possession of the Property sh	all be delive	red to Buyer (at clos	שמי וחחום	600000000000000000000000000000000000000
		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	nt's rights, if	applicable, in its pre	esent co	ondition, ordinary wear and lear excepted.
•		Seller agrees to maintain the Property and related	equipment l	n good condillon un	ill posse	ession is delivered to Buyer.
	8.	INSPECTIONS: Inspections shall be handled in ac	cordance wi	th paragraph	A and	
		as set forth below: A. BUYER RESERVES THE RIGHT TO HAVE A	N ENVIDO	NMENTAL INCRE	NOT	(Insert A and/or B or C)
		within 60 days after offer 1s accen	ted by h	oth parties	JION.	with written reports delivered
		within60_ days after offer 1s accepto the Seller and Buyer within5_ days tite contractors, selected by Buyer, with a written re	realter. Sal	d inspections are to	be al E	tuyer's expense by qualified inspectors or
		are not limited to the presence of asbestos, hazardo	ous and/or to	xic materials, and und	lergroun	d storage tanks. If the Buyer does not make
		a wrillen objection to any problem(s) revealed i acceptable. If the Buyer, in its reasonable discre	n line report	within 2 days	of its re	icalnt, the Property shall be deemed to be
		and the Seller is unable or unwilling to remedy	the problem	n to the Buver's rea	sonable	salislaction, then this Agreement may be
٠		terminated by the Buyer or such problem shall	be walved b	y the Buyer and the	transa	ction shall proceed towards closing.
		B. BUYER RESERVES THE RIGHT TO HAVE TO	HE PROPE			
		days aller accepted by both parties		with write	nogen ge	ts delivered to the Seller and Buyer within spectors or contractors, selected by Buyer,
		with a written report showing said items to be in	sallslactory	condition, inspection	ons may	Include but are not limited the condition of
		the following systems and components: freating crawl space, well, septic, other:	g, cooling, é	lectrical, plumbing,	rool, wa	ils, cellings, floors, foundation, basement,
		If the Buyer does not make a written objection to	any problem	n(s) revealed in line re	eport wil	hin_5days of its receipt, the Property
		shall be deemed to be acceptable. If the Buye problem with the Property and the Seller is unal	r. In its reas	onable discretion h	ellevee	that the inenaction report reveale a major
		this Agreement may be terminated by the Buye	r or such pr	oblem shall be walv	ed by th	o the buyer's reasonable satisfaction, then buyer and the transaction shall broceed
		towards closing.			-,	, proceeding of the proceed
).		C. BUYER HAS BEEN MADE AWARE THAT INDE	PENDENT	INSPECTIONS DIS	CLOSII	NG THE CONDITION OF THE PROPERTY
١.		ARE AVAILABLE AND HAS BEEN AFFORDE	D THE OPP	ORTUNITY TO RE	QUIRE.	AS A CONDITION OF THE AGREEMENT
		THE ABOVE MENTIONED INSPECTIONS. I	lowever Ru	iver herehv walvee	Inenaci	lone and taline upon the condition of the
).		with said Brokers from any and all liability relating	g lo any del	ect or deficiency alle	ecling th	e Properly, which release shall survive the
4.		closing.		•	-	



		ng Broker(#
В. 5	Seilir	ng Broker Harding Dahm & Company (#
1. 2. 3.		PURCHASE AGREEMENT COMMERCIAL-INDUSTRIAL REAL ESTATE JOHN V. TIPPMANN ("Seller agrees to sell and convey to City of Fort Wayne or its assigns ("Buyer and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and
4. 5. 8. 7. 8. 9. 10. 11. 12. 13. 14.	2.	PROPERTY: The property commonly known as is a tract of land situated in NKX EXXXI Aboite Township County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, an appurtenances pertaining thereto include any right, tills and interest of Seller in and to all licenses and permits with respect to the property Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property. Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property. Seller's interest in all warranties or guaranties relating to the Party being sold; all of the above hereinafter collectively called *Property and WKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
17, 18, 19, 20, 21, 22, 23,	3. 4.	PRICE: The total purchase price shall be One Hundred Twenty-Five Thousand and No/100 Dollars (\$
23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33.	5.	
35. 38. 37. 38. 39. 40.		Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate) Financing Addendum Apartment/Multi-Tenant Addendum Zoning/Governmental Approval Addendum Tax Deferred Exchange Addendum Tax Deferred Exchange Addendum
41. 42. 43. 44.	6.	CLOSING: The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or a such place as agreed by Seller and Buyer on or before
45. 48. 47.	7.	POSSESSION: The possession of the Property shall be delivered to Buyer (at closing) XK() subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.
48. 49. 50. 51. 52. 53. 54. 55. 56. 57.	8.	INSPECTIONS: Inspections shall be handled in accordance with paragraph A and B as set forth below: (Insert A and/or B or C) A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION. Environmental inspections shall be made within 60 days after offer 1s accepted by both parties with written reports delivered to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.
59. 60. 61. 62. 63. 64. 65. 66. 67.		B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED. All inspections shall be made within
69. 70. 71. 72. 73.		C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS. However, Buyer hereby waives inspections and relies upon the condition of the Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.



DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION
DEPARTMENT REQUESTING ORDINANCE PROPERTY MANAGEMENT
SYNOPSIS OF ORDINANCE: APPROVES PURCHASE OF FOUR (4) PARCELS OF
PROPERTY FOR THE FUTURE CONSTRUCTION OF NEW FIRE STATIONS TO SERVICE
ANNEXATION AREAS AND ONE (1) PARCEL IS FOR THE CONSTRUCTION OF A STREET
DEPARTMENT SUB-STATION.
EFFECT OF PASSAGE PROPERTY WILL BE PURCHASED.
EFFECT OF NON-PASSAGE PROPERTY WILL NOT BE PURCHASED.
MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) ASSIGNED TO COMMITTEE (PRESIDENT)

MEMORANDUM

To:

The Members of the Common Council

From:

Sandra Maldenev

City Property Manager

Subject:

Property acquisitions for annexation commitments

Date:

June 26, 1997

Five (5) property acquisitions were presented and approved by the Board of Works on April 30, 1997, of which four (4) will be new fire stations and one (1) a street department sub-station. These properties will be introduced on July 8 to City Council for your approval.

The properties listed below are being purchased to fulfill the City's obligation based on annexation commitments:

11330 Coldwater Road: Purchase price \$105,000. Two appraisals completed at an

average of \$108,100.

New fire station completed by 12/31/2002

Dupont Road Estates:

Purchase price \$125,000. Two appraisals completed at an

average of \$130,350.

New fire station completed by 12/31/2002

Liberty Mills (24 at 69): Purchase price \$225,000.

Two appraisals completed at an

average of \$225,000. New fire station completed by 12/31/2004

Scott Rd./Covington Rd.: Original price was \$150,000. Two appraisals have been completed at an average of only \$101,500. The owner of the property has agreed to accept a purchase price of \$123,000. Our appraisers have been contacted to discuss their assessment of the property and the estimated value. Additionally, we have asked the owner of the property to hire his own appraiser to justify his asking price of \$123,000. Our City attorney, Dave Boyer, has advised that we can offer a price within \$5,000. of the asking price based on the argument that if we were to condemn the property, the expense of litigation could amount to \$5,000 or more. This property is an ideal location for a new fire station and property values in the southwest continue to skyrocket. The other Southwest property above will be purchased for \$225,000, considerably higher than Scott Rd. The new fire station will be completed by 12/31/2004 based on annexation commitments.

Bass Road: average of \$127,900.

Purchase price \$125,000. Two appraisals completed at an Street Department annex by 12/31/2003

I will be present at Council on July 15 for discussion and any questions you may have.

cc: Paul Helmke Greg Purcell Payne Brown Kathy Friend

Read	the first time in full	and on motion by	Cranfo	ord,
in	read the second time by	and the City Plan	Commission for re	ecommendation)
Room 128, City-Cour	to be held after due le ity Building, Fore Wayne	e, Indiana, on		Conterence
o'clock	day of M.,E.S.T.	-	, 19 , at_	
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REPORT OF THE COMMITTEE ON FINANCE

DONALD J. SCHMIDT - JOHN N. CRAWFORD - CO-CHAIR ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON REFERRED AN (ÖKKYYKÄKYYK)XX (RESOI	FINANCETUTION)approving the	TO WHOM WAS . purchase
of certain real estate for the Fort V	Nayne Fire Department an	d Street
Department		
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HAVE HAD SAID (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	THE COMMON COUNCIL TH	
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DATED: 7-22-97